BY SUBMITTING YOUR FORM YOU ARE AGREEING TO THE FOLLOWING:

Raised In A Barn Farm 2100 NC Hwy 33 East Chocowinity, NC 27817

Name of event: Nights of Fright

Location Address: 2100 NC Hwy 33 East, Chocowinity, NC 27817 Event Host Organization: Raised In A

Barn Farm, Chocowinity, NC

Contact Information: nightsoffright@gmail.com; Mandie Boahn: (252)495-3398

Event Concession Vendor Contract

This is an agreement between Raised In A Barn Farm (hereafter referred to as "Host") and _______ (hereafter referred to as "Vendor"). The Host will be hosting the following Event: Nights of Fright, to take place at Raised In A Barn Farm, 2100 NC Hwy 33 East, Chocowinity, NC 27817 on October 4, 5, 11, 12, 18, 19, 25, 26 and 31 of 2019, and has the legal ability to issue a license for concession for vending during the above mentioned Event, and Vendor desires to vend. Payment must be made online in order to hold vendor space. Nights of Fright and Raised In A Barn Farm reserve the right to refuse applications.

The Host and Vendor parties both agree to the following terms:

- 1. Vendor will be given access to the place that is agreed upon by both parties no less than two hours before the Event starts to set up the Vendor's station, goods to be sold, and anything else that is needed and customary to vend at that specific location. Payment must be made in full to hold your vendor spot.
- 2. Vendors must provide their own table and chairs, and tent if desired (advisable). This is an outdoor event.
- 3. Vendor spaces are 12 x 12 for non-food vendors, and 12 x 24 for food vendors, unless requested otherwise. If larger areas are requested or needed, please describe. Please note: Additional fees may apply if so.
- 4. Hours of "open" for the event are as follows: 7:00 PM to 12:00 AM, Every Friday and Saturday night in October and Halloween night. Dates are: Oct. 4, 5, 11, 12, 18, 19, 25, 26 & 31, 2019

Vendors are required to be fully set up at least two hours prior to opening hours daily. All vendors are required to stay until the end of each day to avoid unnecessary traffic in the middle of the event where foot traffic is. Food Vendors requiring health department inspection and approval will be required to comply with inspection before event.

- 5. The Vendor will not vend any items or services that are not disclosed here at the Event without prior written consent from the Host. Vendor's staff may exhibit that goods are for sale only while the staff is within the area of the vendor's specified location. Only TWO people are admitted into the event free of charge for your vendor space, except for FOOD vendors, which can have up to FOUR at no charge.
- 6. Vendor's staff will be properly dressed and their appearance will be clean and neat and they shall conduct themselves in an orderly fashion.
- 7. There is to be no loud distracting music, noise, and or sound amplification devices used by Vendor's staff at the above-mentioned Event, except as deemed appropriate and approved by Raised In A Barn Farm by music/entertainment vendors.

- 8. Vendor will have products and/or decorations for their booths that include Halloween to represent the theme of the event.
- 9. Vendor will have access to the location for up to two hours following the Event concluding at 12:00 AM each night, to dismantle and remove all items brought to the Event by Vendor. Vendor shall leave the location free from trash and in the same or better than the condition that it was in before the Vendor was there.
- 10. Vendor agrees to hold the Host free from any damages or claims that may develop in connection with participating in the above mentioned Event.
- 11. Food vendors are required to contact and pay fees as applicable or required to Beaufort County Health Department. Announcements will be made regarding time of inspections at the event.
- 12. There will be no refund of vendor fees. If, for any reason, the festival has to be cancelled, the event will be postponed or rescheduled or vendor can opt to attend another event at Raised In A Barn Farm. Some days can be lost with extreme weather conditions, i.e., as in 2016 with one less day of the festival able to be held. Fees remain the same, regardless of requirement of shortened event due to natural disaster or severe circumstances.

In agreement to the above mentioned terms a representative of the Event and Vendor sign below:

This contract shall be governed by the laws of the State of North Carolina in Beaufort County and any applicable Federal Law.

By Submitting your vendor application, you are signing and agreeing to all terms posted!